

IN THE SUPERIOR COURT OF GWINNETT COUNTY  
STATE OF GEORGIA

GLOBAL COMMERCE BANK,

Plaintiff,

v.

FIRST ONE GROUP, LLC;  
JERRY C. KIM; JOE P. KIM; AND  
And JIMMY JONG IK HWANG,

Defendants.

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\* CIVIL ACTION  
\* FILE NO.: 10-A-11431-1  
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**DEFENDANT JERRY C. KIM'S ANSWER TO PLAINTIFF'S  
COMPLAINT ON PROMISSORY NOTES AND UNCONDITIONAL  
CONTINUING GUARANTIES**

**ANSWER**

NOW COMES Defendant, JERRY KIM and Answers GLOBAL COMMERCE  
BANK'S ("Plaintiff's" or "Bank's") Complaint and shows the Court as follows:

**FIRST DEFENSE**

Plaintiff's complaint fails to state a claim against the Defendant upon which relief  
can be granted.

**SECOND DEFENSE**

Defendant answers the allegations in Plaintiff's Complaint as follows:

1. As to the allegations in Paragraph 1 of Plaintiff's Complaint, Defendant  
admits Defendant First One Group, LLC is a limited liability company authorized to do  
business in the State of Georgia and is subject to the jurisdiction of this Court but does

not have sufficient information to form a belief with regard to the remaining allegations in Paragraph 1 of Plaintiff's Complaint..

2. Defendant admits Paragraph 2 of Plaintiff's Complaint.

3. Defendant admits Paragraph 3 of Plaintiff's Complaint.

4. Defendant is without sufficient information to form a belief with regard to the truth of the averments in Paragraph 4 of Plaintiff's Complaint.

5. Defendant is without sufficient information to form a belief with regard to the truth of the averments in Paragraph 5 of Plaintiff's Complaint

6. Defendant admits Paragraph 6 of Plaintiff's Complaint

7. Defendant admits Paragraph 7 of Plaintiff's Complaint

8. Defendant is without sufficient information to form a belief with regard to the truth of the averments in Paragraph 8 of Plaintiff's Complaint except that Defendant admits he signed commercial debt modification agreements ("modifications") dated December 3, 2008; June 30, 2009; and January 21, 2010. Defendant does not know who signed the modification dated April 22, 2010.

9. Defendant is without sufficient information to form a belief with regard to the truth of the averments in Paragraph 9 of Plaintiff's Complaint

10. Defendant denies Paragraph 10 of Plaintiff's Complaint.

11. Defendant admits Paragraph 11 of Plaintiff's Complaint.

12. Defendant admits Paragraph 12 of Plaintiff's Complaint.

13. As to the allegations in Paragraph 13 of Plaintiff's Complaint, Defendant admits that on December 3, 2008, on June 30, 2009 and on January 21, 2010 Defendant First One and Plaintiff entered into Commercial Debt Modification Agreements, whereby

Plaintiff agreed to accept a deferred payment amount on Note 2, effective through June 30, 2010, but Defendant is without sufficient information knowledge to form a belief as to whether Defendant First One and Plaintiff entered into a Commercial Debt Modification Agreement on April 22, 2010.

14. Defendant is without sufficient information to form a belief with regards to the truth of the averments contained in Paragraph 14 of Plaintiff's Complaint.

15. Defendant admits Paragraph 15 of Plaintiff's Complaint.

16. Exhibit "I", speaks for itself and all other allegations in Paragraph 16 are otherwise denied by Defendant.

17. The Promissory Notes and Guarantees speak for themselves and all other allegations in Paragraph 17 are otherwise denied.

### **THIRD DEFENSE**

Plaintiff Bank has waived its right to collect against this Defendant on the two notes which he guaranteed by increasing his risk by failing to foreclose on the security deeds securing the notes which he had guaranteed on behalf of First One Group, LLC.

### **FOURTH DEFENSE**

Plaintiff Bank has waived its right to recover against this Defendant on liabilities accruing after February 2010 when he notified Plaintiff this Defendant was leaving his management position with the LLC and would not be responsible for future debts incurred by Defendant First One Group, LLC after that date.

### **CROSS CLAIM**

NOW COMES the Defendant Jerry C. Kim and files this his Cross Claim against the Defendant, First One Group, LLC and shows the Court as follows:

1. Plaintiff in Cross Claim, Jerry Kim, served as the Managing Member of First One Group, LLC until February 2010.

2. While Managing Member, Mr. Kim signed guarantees in favor of First One Group for the two promissory notes, which are Exhibits "A" and "E" to Plaintiff's Complaint in this case.

3. Plaintiff Bank alleges First One Group, LLC has not made payments called for under the two notes and the bank has accelerated the notes and demanded full payment from Mr. Kim in his capacity as the guarantor of the notes.

4. Insofar as the Court may determine that Mr. Kim is liable for payments to the bank based on the guarantees in this case, First One Group, LLC is obligated to indemnify him for his expenses of defense and for any judgment he is found to be owing to Plaintiff Bank.

5. this Defendant is being sued for guaranteeing notes payable by First One Group, LLC, and he gave his personal guarantee on behalf of the company acting as a member and managing member of the Company. He is entitled to indemnification for any judgment entered against him in this case and payment of any reasonable expenses he incurs in defending the case under Sections 12.4 and 12.5 of the Company's Operating Agreement.

WHEREFORE, Defendant prays:

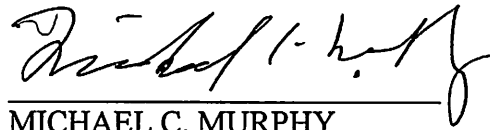
1. That Plaintiff's Complaint against Defendant Jerry C. Kim be dismissed with prejudice;

2. that this Defendant demands a trial by jury;

3. that the Court enter a judgment against Defendant First One Group in favor of Defendant Jerry Kim for any amounts found owing by Jerry Kim to Plaintiff Bank;
4. that Defendant Jerry Kim be awarded a judgment for his attorneys' fees and expenses in this action against the Defendant First One Group, LLC; and,
5. that Defendant Jerry Kim have such other and further relief as the Court deems just and proper.

This 7<sup>th</sup> day of February, 2011.

Respectfully Submitted,



MICHAEL C. MURPHY  
Georgia Bar No. 531000  
Attorney for Defendant,  
Jerry C. Kim

Murphy & Marshall, LLP  
390 W. Crogan Street, Suite 230  
Lawrenceville, GA 30046  
Telephone: (770) 682-5952  
Facsimile: (770) 682-5113

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**REVISED CERTIFICATE OF SERVICE**

Defendant Jerry C. Kim has served the Plaintiff and the other Defendants by depositing copies of his Answer and Cross Claim in the above referenced matter on them by placing a copy in the United States Mail with first class postage affixed thereto:

GLOBAL COMMERCE BANK  
c/o Andrea Cantrell Jones, Esq.  
Dillard & Galloway, LLC  
3500 Lenox Road, N.E., Ste. 760  
Atlanta, GA 30326

FIRST ONE GROUP, LLC  
c/o Steve H. Bae  
Managing Member  
6000 Live Oak Parkway  
Suite 103  
Norcross, GA 30093

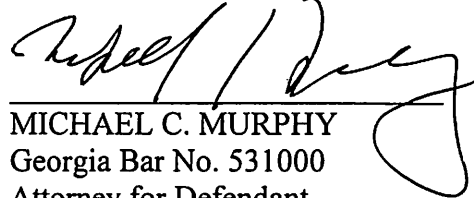
JOE P. KIM  
4025 McGinnis Ferry Road  
#904  
Suwanee, GA 30024

JIMMY JONG IK HWANG  
9210 Cobalt Way  
Stockbridge, GA 30281

STEVEN M. JAMPOL  
Attorney for First One Group, LLC  
North Atlanta Law Group, P.C.  
11680 Great Oaks Way, Suite 100  
Alpharetta, GA 30022

This 7<sup>th</sup> day of February 2011.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Michael C. Murphy", is written over a horizontal line.

MICHAEL C. MURPHY  
Georgia Bar No. 531000  
Attorney for Defendant,  
Jerry C. Kim

Murphy & Marshall, LLP  
390 W. Crogan Street, Suite 230  
Lawrenceville, GA 30046  
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